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¹ Accessible on-line at <http://www.osp.dgs.ca.gov/standardforms/default.htm>.

² <http://www.documents.dgs.ca.gov/pd/smallbus/9-15-03%20DVBE%20PR-1-2.pdf>

SECTION 5

ADMINISTRATIVE REQUIREMENTS

5.1 INTRODUCTION

In addition to meeting the administrative, business, and technical Requirements as identified in Section 4 (Proposed Environment) and Section 6 (business and technical requirements for Modules 1, 2, 3, and 4), Bidders must adhere to all of the administrative Requirements of this RFP in order to be deemed responsive. This includes the administrative Requirements as outlined in this section, Administrative Requirements; the rules in Section 2, Rules Governing Competition; the schedule specified in Section 1, Key Action Dates; the format specified in Section 8, Proposal Format; the completion of cost sheets specified in Section 7, Costs; and satisfactory performance of the demonstration, if required, as specified in Section 10, Demonstration.

Bidders are instructed to submit complete separate Proposals for each Module they wish to Bid. Any Proposal submitted must be complete in all respects and will be evaluated individually on its' own merits.

The Modules are:

- Module 1 – Core Services
- Module 2 - Long Distance Services for Voice
- Module 3 – Internet Protocol Services
- Module 4 – Broadband Fixed Wireless Access Services

5.2 PRODUCTIVE USE REQUIREMENTS

The objective of the Productive Use Requirements is to protect the State from being an experimental subject for new equipment, software and services that have an insufficient record of proven performance for a large governmental deployment and in a geographically diverse environment. It will be at the State's sole discretion whether to accept services, equipment, or software applications it believes are insufficiently tested, are experimental, or inconsistent with industry standards.

5.3 BIDDER RESPONSIBILITY

5.3.1 Quality State And Contractors Business Relationship Principles

The result of this RFP will be the award of a Contract for each of the four (4) Modules. The resultant four (4) Contracts may be used by approximately 160 State Agencies and 2000 local Agencies.

In RFP Sections 1, 4, and 6, the State describes its business objectives and technical Requirements. In this new environment, the State is committed to working cooperatively with Contractors to establish a positive business relationship and environment that facilitate communication, cooperation, and collaboration among Contractors and with the State. The State will expect the same level of cooperation between all Contractors for all Modules, with special emphasis on the conditions described in Section 4.5.5, Contract Business Relationships.

Under this four (4) service Module concept to provide as seamless a service offering as possible to the End-Users, the Bidder will be contractually required to establish working relationships between Contractors of other Modules as identified above, with special emphasis on the conditions described in Section 4.5.5, Contract Business Relationships.

Contractors will be required to sign the attached Quality State and Contractors Business Relationship Principles (see Exhibit 5-N) prior to finalization of the Contract, attesting to their commitment towards working with the State and Contractors of other Modules.

5.3.2 Contractor Assurance of Resources

Prior to award of the Contracts, the State must be assured that the Bidders selected have all of the resources to successfully perform to Contract Requirements. Bidders shall demonstrate their ability and resources by providing, at a minimum, the following information in response to this section for each Module Bid:

- Appropriate staff resources to be dedicated to the CALNET II Contracts, as required by RFP Section 4.5.7.1
- A description of the switching and network resources that the Bidder will apply to the project as required by RFP Sections 6.1, 6.2, 6.3, or 6.4, respectively
- Financial resources sufficient to complete performance under the Contract, as demonstrated by annual reports and currently audited balance sheets for the firm that is bidding (see Exhibit 1-C)
- Experience in similar endeavors, as demonstrated by:
 - A general description of similar endeavors
 - Customer reference forms (see Exhibit 5-L)

Bidder responsibility will be evaluated and scored as described in RFP Section 9.5, however, compliance with the financial responsibility Requirement described herein and in RFP Section 1.10 will be evaluated as either pass or fail as described in RFP Section 9.5.2. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the Contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be notified and will be permitted approximately five working days to submit the information requested.

5.4 BONDS AND OTHER SECURITY DOCUMENTS

5.4.1 Bond Requirements of the Final Proposal

NOTE: ALL BIDDERS MUST SUBMIT THE FOLLOWING AS DESCRIBED BELOW WITH ITS FINAL PROPOSAL RESPONSE(S). FINAL PROPOSAL RESPONSES SUBMITTED WITHOUT THE FOLLOWING SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

All Bidders must submit a Letter of Bondability with their response to the RFP for each Module they wish to respond to. Such letter shall be provided to the Procurement Official listed in RFP Section 1.6 not later than the due date of the Final Proposal as listed in RFP Section 1.7, Key Action Dates.

- 1) The Letter of Bondability shall be from an admitted surety insurer which states that if the Bidder is successful, the surety shall guarantee to execute, within twenty-one (21) calendar days after the date of the Contract award, a faithful Performance Bond as required in Section 5.4.2 of this RFP.

The Letter of Bondability shall remain in effect until the award of the Contract or for 180 days after the Last Day to Submit the Final Proposal as indicated in RFP Section 1.7, Key Action Dates, whichever occurs first.

5.4.2 Bond Requirements of the Award

Within 21 days after notification of Contract award (unless submitted with the Proposal), the successful Bidder MUST submit the instrument satisfying the Bond Requirement of the Award in the form of a Performance Bond as stipulated below. Failure to submit the required document within 21 days may be cause for termination of the Contract.

- 1) Performance Bond

The Bidder shall furnish to the Deputy Director of the DGS Procurement Division, at no cost to the State, a Performance Bond in the amount listed below per Module Bid;

Module 1	\$7,000,000
Module 2	\$4,000,000
Module 3	\$1,000,000
Module 4	\$1,000,000

The Bond shall be on a form from an admitted surety insurer and must guarantee Contractor's compliance with the terms of the Contract. The Performance Bond shall remain valid during the Contract period and remain in effect until the Contractor's satisfactory compliance with the terms of the Contract has been completed.

Because of the potential consequences that might result if the successful Bidder is unable to furnish the specified document, Bidders should take the necessary steps, prior to submittal of their Proposals, to ensure that if awarded a Contract, they will be able to comply with these Requirements.

5.5 FCC AND CPUC REQUIREMENTS

5.5.1 CPUC And FCC Compliance

The Bidder is required to adhere to all applicable CPUC and FCC regulations and certifications incumbent upon all providers under this Contract. The Bidder shall adhere to such regulations and certification Requirements in effect at the time of award and ongoing throughout the duration of the awarded Contract. This ongoing adherence shall include compliance with new and changed CPUC and FCC orders as they might occur during the Contract Term. Where orders are mandated by the CPUC or the FCC to be carried out, the Contractor shall do so as mandated, and without additional costs to the State or to the ordering State and local Agencies unless the additional costs are required by the CPUC or the FCC. Where specific orders or costs are not required but are only allowed by the CPUC and FCC, such orders shall not be carried out without the expressed written approval of DTS/ONS, and likewise shall not incur additional costs to the State or to State or local Agencies, without expressed written agreement of DTS/ONS. The Contractor shall promptly notify the State's contract administrator of all impending and actual CPUC and FCC mandated or allowed changes that may effect CALNET II contracted services or costs.

5.5.2 Regulatory Service Taxes, Fees And Surcharges (M)

In addition to the FCC and CPUC compliance Requirement of Section 5.5.1, above, the Bidder agrees to comply with FCC, CPUC and other jurisdictional taxes, fees, surcharges and surcredits (Fees) per Appendix B, Model Contract Language, Section 60, Service Taxes, Fees, and Surcharges. Any addition or changes will be implemented in accordance with Section 60. At the time of Bid of this RFP only the Service Taxes, Fees, and Surcharges listed in the table below have been identified as mandatory for inclusion in the Contractor's CALNET-II invoices for RFP Modules 6.1 and 6.2 Services (applicable to Interstate Services only). To the State's knowledge, the Fees identified below are not applicable to RFP Modules 6.3 and 6.4 Services.

Fee ID #	Regulatory Oversight	Name of Tax or Surcharge	Notes and Comments
1	CPUC	California Universal Lifeline Telephone Service Surcharge (ULTS)	See Public Utilities Code § 871
2	CPUC	California Relay Service and Communications Device Fund (CRS); also referred to as the Deaf and Disabled Telecommunications Program (DDTP)	See Public Utilities Code and SB 597
3	CPUC	California High Cost Fund A (CHCF-A)	See Public Utilities Code § 739.3
4	CPUC	California High Cost Fund B (CHCF-B)	See Public Utilities Code § 739.3
5	CPUC	California Teleconnect Fund (CTF)	See Public Utilities Code § 270-281
6	CPUC	California 911 Surcharge (911 Tax)	Exempt upon receipt of applicable certificate(s)
7	IRS	Federal Excise Tax (FET)	Exempt upon receipt of applicable certificate(s)
8	City & County	Sales and Use Tax	Equipment sales.
9	State & Local	State and Local Taxes	Exempt upon receipt of applicable certificate(s)

In response to this Requirement, Bidders shall identify all regulatory service taxes, fees, surcharges and surcredits that they plan to include on their invoices (See EXHIBIT 5-A). In their response, Bidders shall identify each component or element of CALNET II service contained in RFP Section 6.1, 6.2, 6.3 and 6.4 that the identified Fee shall be applied to. Fee identification associated with each service component subject to Fees shall include:

- Fee ID #
- Regulatory or jurisdictional entity requiring the Fee
- The name of the Fee

- The regulatory or jurisdictional citation in law, regulation or order
- The purpose of the Fee
- The Fee rate and effective date of the rate
- Notes and comments, including future effective dates of any approved changes

The Contractor shall update this list upon award and quarterly thereafter, or periodically as mutually agreed upon by DTS/ONS and the Contractor.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

5.6 CONFIDENTIALITY

To preserve the integrity of the security and confidentiality measures integrated into the State's automated information systems and communications services, each Bidder is required to sign the Confidentiality and Non-Disclosure Agreement attached as Exhibit 1-D and submit it by the date specified in RFP Section 1.7 of this RFP.

Similarly, any Contractor and each of their employees engaging in Information Technology or telecommunications services to an Agency under the resulting Contract, which requires them to come into contact with confidential Agency information, will be required to exercise security precautions for such data that is made available. This may include the signing of an additional confidentiality and/or non-disclosure agreement or statement specific to the Agency.

5.7 CONDITIONS TO BE EXAMINED

Visits to physical installation sites or to appropriate persons within the department may be made for the purpose of familiarization with the current system(s), environment, applications, etc. Conditions appropriate for examination include, but are not limited to any of the following:

- Inspection of the State's copper cable Facilities at P Street, Sacramento

Visits may be arranged, as security Requirements permit, during normal business hours (8:00-4:30) Monday through Friday (excluding holidays), based on staff availability. Contact the Procurement Official listed in RFP Section 1.6 to arrange for escorted access. For security purposes, the State may limit access to only those Bidders who have become pre-qualified.

5.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

State law requires that State contracts have participation goals of 3% Disabled Veteran Business Enterprise (DVBE) on each awarding Department's annual expenditures. For this procurement, the participation goal is 3% DVBE of the totals listed in RFP Section 7, COSTS.

PLEASE READ THIS REQUIREMENT CAREFULLY. FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE YOUR SOLICITATION RESPONSE TO BE DEEMED NONRESPONSIVE AND YOUR FIRM INELIGIBLE FOR AWARD OF THE PROPOSED CONTRACT.

Review the DVBE instructions and complete applicable forms, accessible on-line at: <http://www.pd.dgs.ca.gov/dvbe/default.htm>.

It is important to note that all participation commitments are to be captured on the STD 840, found at: <http://www.documents.dgs.ca.gov/pd/smallbus/9-15-03%20DVBE%20PR-1-2.pdf>, which must be submitted with the sealed costs.

5.9 FEDERAL UNIVERSAL SERVICE FUND

Federal Grant programs available to schools and libraries under Universal Service Fund require Suppliers to be certified as a Universal Service Administrative Company (USAC) and meet federal Requirements for timeliness and accuracy in processing e-rate requests and invoicing. Since qualified Agencies may use the CALNET II Contract for purchases that are supported by the Federal Universal Service Fund, the successful Contractor shall be responsible for all federally required forms when utilizing the CALNET II Contract for such transactions including FCC Form 473 (Service Provider Annual Certification Form) and FCC Form 498 (Service Provider Identification Number and Contact Information Form).

5.10 CONTRACTOR'S LICENSE

Contractors and subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State Contractor's License. **THE COMPANY SUBMITTING THE BID MUST HAVE THE APPROPRIATE LICENSE AS WELL AS ANY SUBCONTRACTORS.** The License must be in the name of the company or

the name of the “qualifying individual” of the company. Bidders must complete **EXHIBIT 5-B**, Contractor's License Information.

The Bidder certifies under penalty of perjury, the accuracy of the representations made with regard to the Contractor's license number, class, and expiration date.

The Contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the Contractor for the assembly and installation of material purchased under this Contract.

A Bid that does not contain the above information, or if the information is later determined to be false, shall be considered non-responsive and rejected by the State.

5.11 PUBLIC WORKS REQUIREMENTS

(APPLICABLE TO INSTALLATION ONLY)

1. In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the Contract.

Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is required to be posted at the job site. Contact the Department of Industrial Relations, Prevailing Wage Unit at (415) 972-8628.

2. Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD. 807 when the contract involves a public works expenditure (labor/installation costs) in excess of \$5,000.00. Such bond shall be in a sum not less than one-half the contract price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.
3. Each participating Bidder shall submit with their Bid a list of proposed subcontractors or indicate that none are to be used. See **EXHIBIT 5-C**. The State reserves the right to approve or object to the use of proposed subcontractors on the list.
4. Each participating Bidder must certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions

before commencing with the performance of work of this Contract. A Workers' Compensation Certification must be completed and submitted with an original signature with the Bidder's Final Bid. See **EXHIBIT 5-D**.

5. Laws To Be Observed

a) Labor

Pursuant to Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of Sections 1810-1815 of the California Labor Code, inclusive.

b) Travel and Subsistence Payments

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code Section 1773.8

c) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required rationale thereunder. Responsibility for compliance with this section lies with the prime Contractor.

d) Payroll

The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in Section 1776 of the California Labor Code.

5.12 SUBCONTRACTORS

Using subcontractors to provide products and services required by the RFP enables Suppliers to expand their ability to meet the needs of the State. However, use of subcontractors does not relieve the Supplier from any responsibility to the State under the Contract, or this RFP.

1. The Bidder must name any subcontractors intended to be used to fulfill any Requirements of the RFP (see Exhibit 5-C).
2. The Bidder must provide of letter of intent or commitment from all Independent Local Exchange Carriers or Competitive Local Exchange Carriers selected to provide service under this Agreement.
3. The Bidder must indicate which Requirements will be satisfied by which subcontractors.
4. During the Term of the Contract, the State reserves the right to contact, consult or undertake business discussions with any subcontractor's employee.
5. The Federal Employer Identification Number of the subcontractor or Supplier.
6. The name and contact phone number of a contact person within the subcontractor or Supplier organization.
7. A brief description of the nature of the work to be performed or goods supplied.
8. The estimated percent of the Bidder's anticipated total revenue that the subcontractor or Supplier is expected to receive during each year the Contract's Term.

All subcontractors and Suppliers who are expected to receive ten percent (10%) or more of the estimated value of the Contract over the full Term of the Contract shall also be required to meet all Administrative and Technical Requirements of this RFP as applicable. Such subcontractor and Supplier responses will be evaluated as part of the Bidder's overall Proposal.

5.13 SMALL BUSINESS PREFERENCE

1. Section 14838, et seq. of the California Government Code requires a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in Title 2, California Code of Regulations (CCR),

2. Section 1896, et seq. A copy of the regulations is available upon request from the Office of Small Business Certification and Resources.

To claim this preference, Bidder's Draft and Final Proposals must contain a letter requesting Small Business Preference or use the attached Exhibit 5-E and include a copy of the Small Business approval letter from DGS, showing the Bidder's Small Business number. Bidder's Proposal should not contain this item if there is no intention to claim this preference.

3. A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net Bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the Final Proposal due date, and the OSDC must be able to approve the application as submitted.

The Small Business regulations, located at Title 2 CCR 1896 et seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 9/9/04. The new regulations can be viewed at <http://www.pd.dgs.ca.gov/default.htm>. Access the regulations by clicking on "Small Business" in the right sidebar.

4. New Information Regarding Small Businesses

If claiming status of Certified California Small Business, the firm, in accordance with Assembly Bill 669, must address specific aspects of the Legislation that requires certified small businesses to perform a commercially useful function as defined by Government Code Sections 14837, 14838.6, 14839, 14842, and 14842.5. Therefore, written documentation must be provided that:

- a. The Small Business is responsible for the execution of a distinct element of the work of the Contract.
- b. The Small Business carries out its obligation by actually performing, managing, or supervising the work involved.
- c. Performs work that is normal for your business services and functions.
- d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- e. a Contractor, subcontractor, or Supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor's, or Supplier's role is limited to that of an extra participant in the transaction, contract, or project

through which funds are passed in order to obtain the appearance of small business or micro business participation. Provide proof that this statement does not pertain to your company's potential involvement in this procurement.

5.14 TARGET AREA CONTRACT PREFERENCE (TACPA)

Target Area Contract Preference will be granted to California-based Bidders in accordance with California Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidders meet certain Requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Bidders questions regarding this preference should be directed to:

Department of General Services
Office of Small and Minority Business
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Telephone (916) 375-4940

Bidders desiring to claim this preference must submit a fully executed copy of **appropriate forms, accessible on-line at <http://www.pd.dgs.ca.gov/edip/default.htm>**, with their Final Proposal.

5.15 EMPLOYMENT AND ECONOMIC INCENTIVE ACT PREFERENCE (EEIA)

Whenever the State prepares an RFP solicitation for goods or services contracting in excess of \$100,000, except a contract in which the worksite is fixed by the provisions of the contract, the State shall award a 5 percent enterprise zone worksite preference to certain California-based companies. The California-based company must certify under penalty of perjury that no less than 50% of the labor required to perform the contract shall be accomplished at a worksite or worksites located in a designated Enterprise Zone (CCR, Title 2, Section 1896 et seq.).

Bidders desiring to claim this preference must submit a fully executed copy of **appropriate forms, accessible on-line at <http://www.pd.dgs.ca.gov/edip/default.htm>**, with their Final Proposal.

5.16 LOCAL AGENCY MILITARY BASE RECOVERY ACT (LAMBRA)

Whenever the State prepares an RFP solicitation for goods or services contracting in excess of \$100,000, except a contract in which the worksite is fixed by the provisions of the contract, the State shall award a 5 percent enterprise zone worksite preference to certain California-based companies. The California-based company must certify under penalty of perjury that no less than 50% of the labor required to perform the contract shall be accomplished at LAMBRA site (CCR, Title 2, Section 1896 et seq.).

Bidders desiring to claim this preference must submit a fully executed copy of **appropriate forms, accessible on-line at <http://www.pd.dgs.ca.gov/edip/default.htm>**, with their Final Proposal.

5.17 FEDERAL DEBARMENT

The Federal Department of Labor requires that State Agencies that are expending Federal funds of \$25,000 or more to have in the contract file a certification by the Supplier that they have not been debarred or suspended from doing business with the Federal Government. Each Bidder must certify compliance by submitting a fully executed copy of **Exhibit 5-I** with their Proposal.

5.18 PAYEE DATA RECORD

The successful Bidder as a result of this RFP will be required to sign the Payee Data Record, STD. 204, accessible online at <http://www.osp.dgs.ca.gov/standardforms/default.htm>, prior to Contract award. The completed form should be returned with the Draft and Final Proposals.

5.19 CERTIFICATION TO DO BUSINESS IN THE STATE OF CALIFORNIA

Bidders must be certified with the Secretary of State of California in order to conduct business in the State of California. If the Bidder does not currently have this certification, the firm must be certified before Contract award can be made. If this is the case, the Bidder must provide information to support the status of their application to be certified to do business in the State of California with the Final Proposal submission.

5.20 CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

When agreements are to be performed in the State by corporations, the contracting Agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

“Doing business” is defined in Revenue and Taxation Code, 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are statutory exceptions to taxation, rarely will a Corporate Contractor performing within the State not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

5.21 CONTRACTOR NAME CHANGE

Once a contract is awarded as a result of this RFP, any change to the Contractor’s name will require a Contract amendment. Invoices with a name other than that established on the original contract cannot be paid prior to execution of a contract amendment. Upon notification and

receipt of legal documentation indicating the name change, the State will process the required amendment, assuming no change has been made to the business entity.

5.22 WORLD TRADE ORGANIZATION GOVERNMENT PROCUREMENT AGREEMENT

This RFP is subject to the Requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA). All Bidders offering products or services of countries that are signatories of the WTO GPA and that have agreed to cover reciprocal sub-central coverage under the WTO GPA will be accorded non-discriminatory treatment in the award of a contract under this solicitation. These countries include the member states of the European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden and the United Kingdom), Israel, Japan, Korea, Norway and Switzerland.

5.23 CUSTOMER REFERENCES

The purpose of the Customer Reference Requirement is to provide the State the ability to verify the experience and claims made in the Proposal by the Bidder. References will be evaluated as specified in RFP Section 9, Proposal Evaluation.

Bidders shall provide a list of at least three (3) customers who presently use the same or similar services to those being proposed in response to the State's description of services specified in RFP Sections 6.1, 6.2, 6.3, or 6.4. The customers used for reference purposes should be paying customers external to the Bidder's organization and its wider corporate organization. Bidders that list fewer than three (3) customer references or whose references are not external to the Bidder's organization may receive a less favorable evaluation, including the possibility of a material deviation if at the State's sole discretion the State decides that the Bidder has not clearly demonstrated sufficient knowledge and experience to assure a successful implementation and delivery of services.

For each reference, the Bidder shall use the Customer Reference Form of EXHIBIT 5-L. The Customer contact shall circle the rating under each question, and shall sign the form. Customer references will be contacted, and the Bidders past performance will be evaluated to assess the Bidder's ability to successfully perform. Evaluation will include those items listed in RFP Section 9.5.3.1. Current members of the DTS CALNET-II RFP Evaluation Team shall not be named as reference contacts due to conflict of interest.

5.24 OTHER ADMINISTRATIVE REQUIREMENTS

1. The Contract executed as a result of this RFP must be able to be amended by mutual consent of the State and the Contractor.
2. All replacement equipment offered must be new and the latest model in current production. USED, SHOPWORN, REFURBISHED, DEMONSTRATOR,

PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, except when replacing State owned equipment at no cost to the State. In such cases of exception the equipment may be used, but must be of equal or better condition as that owned by the State, in the opinion of the DTS/ONS. Such used equipment shall be warranted free of defects for a minimum of six months, and in the event of defect within the warranty period it shall be replaced by the Contractor at no cost to the State.

3. Any subcontractor that the Bidder chooses to use in fulfilling the Requirements of this RFP, and which is expected to receive more than ten (10) percent of the value of the contract, must also meet all Administrative and Technical Requirements of the RFP, as applicable.

5.25 CONCEPTUAL PROPOSAL REQUIREMENTS

Bidders must address the services and description with at least an overview of the Bidder's solution for each Module(s) Bid. Detail information for each Module is found in RFP Section 6 as follow:

Module 1	see Section 6.1
Module 2	see Section 6.2
Module 3	see Section 6.3
Module 4	see Section 6.4

Bidders must submit the following in their Conceptual Proposal for each Module(s) Bid:

1. A description of the Bidder's significant subcontractor or other provider relationships, including LECs, IXC's, CLEC's, etcetera as appropriate.
2. Overall plan to provide required services statewide as described for each Module. Bidder shall describe how it intends to meet the Requirement for each Module. At a minimum the Bidder should address:
 - a. Ability and method to deliver required local voice services, such as: facilities-based within the Bidder's CPUC authorized territory, resale out of territory, pass-through of small LEC services, etc. (Applies to Modules 1 and 3.)
 - b. Ability and method to secure agreements with LECs, IXC's, and CLEC's where necessary to ensure continuity of existing and future service Requirements.
 - c. Ability and method to deliver required long distance voice services, where appropriate.
 - d. Ability and method to deliver required data services.
 - e. Ability and method to deliver required line-side services. (Applies to Modules 1 and 3.)
 - f. Ability and method for collection and remittance of administrative fees to the State.
3. Plan to provide invoicing and reporting for services, including services provided by subcontractors or other provider relationships.

4. For Modules 1 and 2, provide a Transition/Implementation Plan. At a minimum include how the Bidder anticipates transitioning from the current service provider to the Bidder, how service disruptions can be minimized, required equipment replacements, End-User training, transition to legacy invoicing systems, any expected State responsibilities, and other Requirements.
5. For Modules 3 and 4, provide a Migration Plan. At a minimum, include how the Bidder shall facilitate Customer migration from the Module 1 or Module 2 service to the Bidder's service, how service disruptions can be minimized, required equipment replacements, End-user training, transition to legacy invoicing systems, any expected State responsibilities, and other Requirements.
6. Anticipated awarded Bidder staffing levels to be applied to the transition and for ongoing services.
7. Description of how the Bidder anticipates conducting contract administration at the Program level.
8. Plan that describes the Bidder's understanding of its responsibility to assist CALNET Customers in meeting business objectives through planning, selection, application, and cost effective use of contract services. The plan should identify any tasks the Customer is expected to complete, and what role, if any, is anticipated of DTS/ONS.
9. How the Bidder anticipates that service orders, service and account reporting, trouble resolution, and other reporting and contacts for all CALNET Customers will be handled.
10. Any administrative or technical areas of concern that the Bidder would like to bring to the State's attention.
11. Identification of any State task, resource, or facility upon which the Bidders Proposal or solution may be dependent.

5.26 DETAILED TECHNICAL PROPOSAL

Bidders must respond to RFP Section 6 in its entirety for the Detailed Technical response for each Module(s) Bid by the date indicated in RFP Section 1.7, Key Action Dates. For details about what to submit in the Detailed Technical Proposal, see Section 8.3.4, Detailed Technical Proposal Submittal.

5.27 AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE STATEMENT

Bidders must indicate compliance with the Americans with Disabilities Act by signing Exhibit 5-M (ADA Compliance) and including it in Volume 1 of the Proposal.

5.28 FORMS INDEX

The following forms are applicable to this RFP and are either required or optional. Each form and the associated Requirements should be read carefully to ascertain which forms are applicable to a Bidder's Proposal. Complete and submit as appropriate. Some of the forms listed below are provided in the RFP in the Section corresponding to the Exhibit number, whereas others may be accessed on-line as referenced in the RFP. Required forms that are either incomplete or omitted from a Bidder's Proposal could render the Proposal as non-responsive which may disqualify Bidders from further participation and preclude a contract award. **IMPORTANT: PLEASE NOTE THAT THE FORMS LISTED BELOW WITH AN ASTERISK ARE REQUIRED FORMS AND MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

SECTION 1

Exhibit 1-A* LETTER OF INTENT TO BID

Exhibit 1-C* STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

Exhibit 1-D* CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

SECTION 5

Exhibit 5-A CONTRACTOR'S REGULATORY TAXES, FEES, SURCHARGES
AND SURCREDITS

Exhibit 5-B* CONTRACTOR'S LICENSE INFORMATION

Exhibit 5-C* LIST OF PROPOSED SUBCONTRACTORS

Exhibit 5-D* WORKER'S COMPENSATION CERTIFICATION

Exhibit 5-E SMALL BUSINESS PREFERENCE

Exhibit 5-F TACPA (STD. 830)¹

Exhibit 5-G EZA (STD. 831)¹

Exhibit 5-H LAMBRA (STD. 832)¹

Exhibit 5-I* CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY

Exhibit 5-J* PAYEE DATA RECORD (STD. 204)¹

Exhibit 5-K* DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION
PROGRAM REQUIREMENTS (DVBE) (STD. 840) can be found at:

<http://www.documents.dgs.ca.gov/pd/smallbus/9-15-03%20DVBE%20PR-1-2.pdf>

Exhibit 5-L* CUSTOMER REFERENCE FORM

Exhibit 5-M* AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE
STATEMENT

Exhibit 5-N* QUALITY STATE AND CONTRACTOR BUSINESS
RELATIONSHIPS PRINCIPLES

MODEL CONTRACT

Appendix B STANDARD AGREEMENT (STD.213)

¹ Accessible on-line at <http://www.osp.dgs.ca.gov/standardforms/default.htm>.

EXHIBIT 5-A**CONTRACTOR'S REGULATORY TAXES, FEES, SURCHARGES AND SURCREDITS**

Bidders shall identify all regulatory taxes, fees, surcharges and surcredits that they plan to include on their invoices. Bidders shall submit a copy of this form for each regulatory tax, fee, surcharge and surcredit that they plan to include on their invoices. The Contractor shall update this list upon award and quarterly thereafter, or periodically as mutually agreed upon by DTS/ONS and the Contractor.

1. Component or Element of CALNET Service Contained in RFP Section 6:

2. Fee ID #: _____

3. Regulatory or jurisdictional entity requiring the Fee: _____

4. The name of the Fee: _____

5. The regulatory or jurisdictional citation in law, regulation or order: _____

6. The purpose of the Fee: _____

7. The Fee rate and effective date of the rate: _____

8. Notes and comments, including future effective dates of any approved changes:

EXHIBIT 5-B**CONTRACTOR'S LICENSE INFORMATION**

(For Installation Services Only)

Bidder shall complete the applicable Contractor's license information below in accordance with the Contractor's State License Board, Department of Consumer Affairs. A Class C-7 Contractor's license is required before any Bidder can contract business (e.g. submit a Proposal) that includes the installation of cable and wiring. In addition, if structural modifications are required, a Class B license is required.

CONTRACTOR:

Class _____ License No: _____

Licensee: _____ Expiration Date: _____

Note: Bidder (Firm's Name or a Responsible Managing Employee) must be licensed in addition to all subcontractor(s) performing under this Contract.

SUBCONTRACTOR 1

Class _____ License No: _____

Licensee: _____ Expiration Date: _____

Relationship of Licensee to Contractor:

SUBCONTRACTOR 2

Class _____ License No: _____

Licensee: _____ Expiration Date: _____

Relationship of Licensee to Contractor:

SUBCONTRACTOR 3

Class _____ License No: _____

Licensee: _____ Expiration Date: _____

Relationship of Licensee to Contractor:

(Use additional sheets if necessary.)

EXHIBIT 5-C**LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)**

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform if the contract is awarded to the aforesigned. I understand that under Government Code Section 4100 through 4113* (See Note Below) that I must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in my total Proposal and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

(NOTE: IF MORE THAN ONE SUBCONTRACTOR IS LISTED FOR THE SAME TYPE OF WORK, STATE THE PORTION OF THAT TYPE OF WORK THAT THE INDIVIDUAL SUBCONTRACTOR WILL BE PERFORMING. LIST THE SUBCONTRACTORS' APPLICABLE CONTRACTORS LICENSE NUMBER(S), IF AVAILABLE. VENDORS OR SUPPLIERS OF MATERIALS ONLY, NEED NOT BE LISTED.)

If additional space is required for the listing of proposed subcontractors, reproduced additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Final Bid Proposal.

SUBCONTRACTORS:

<u>TYPE OF WORK</u>	<u>NAME AND ADDRESS</u>	<u>LICENSE NO.</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

NOTE: The above listing Requirement will for purposes of this Proposal be construed in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act ("The Act") as set forth in Government Code Sections 4100 through 4113. Also, for purposes of this Proposal and interpretation of The Act, a vendor will be considered to be a prime Contractor regardless of whether such vendor is or is not a licensed Contractor.

EXHIBIT 5-D**WORKERS' COMPENSATION CERTIFICATION**

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State ZIP

EXHIBIT 5-E**SMALL BUSINESS PREFERENCE****PLEASE CHECK THE APPROPRIATE LINE BELOW:**

_____ I am a California Certified Small Business and the Small Business Preference is applicable to this Proposal. A copy of my certification from the OSDC is attached. (Please attach a copy of your certification to the response.)

_____ I have recently filed for Small Business Certification in California but have not yet received certification from the OSDC.

_____ I am not claiming a Small Business Preference.

NAME OF BIDDER: _____

Signature: _____

EXHIBIT 5-I

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

EXHIBIT 5-I (Cont.)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT 5-L
CUSTOMER REFERENCE FORM

(please use additional pages as necessary)

BIDDER'S NAME: _____

Note to customer reference: the Bidder on this RFP is giving you this customer reference form to verify your overall satisfaction of their performance.

1. Customer Reference Company Name: _____

2. The nature of the customer organization or business: _____

3. Customer Reference Contact Person, name and title: _____

4. Telephone Number: () _____ E-mail address: _____

5. Customer Reference Contact Address: _____

6. Dates over which service was provided (from / to): _____

7. Please describe the telecommunications services provided by the bidding company listed above:

8. The nature of the Bidder/customer relationship, e.g., was it a contracted service as a result of a Bid?, was it a tariffed service?, was it a subcontract to another provider?, etc. Please explain:

9. Approximate annual contract amount \$ _____

EXHIBIT 5-L Continued
CUSTOMER REFERENCE FORM

10. Customer Satisfaction Rating:

On a scale from one (1) to ten (10) with ten being the highest rating, how would you rate the Bidder's overall performance in completing the contract Requirements. (Please indicate one number only to rate the Bidder's performance)

- a. How would you rate their effectiveness in installing their new services, and/or transitioning to their services from previous service provider(s)?

1____2____3____4____5____6____7____8____9____10____

- b. How would you rate their service delivery and performance?

1____2____3____4____5____6____7____8____9____10____

- c. How would you rate the responsiveness and effectiveness of their maintenance and ongoing support?

1____2____3____4____5____6____7____8____9____10____

- d. How would you rate their overall contract compliance?

1____2____3____4____5____6____7____8____9____10____

- e. How would you rate the responsiveness of the Bidder's personnel to your requests?

1____2____3____4____5____6____7____8____9____10____

- f. How would you rate your overall experience with the Bidder?

1____2____3____4____5____6____7____8____9____10____

- g. Please provide any additional comments or clarifications as appropriate.

CERTIFICATION: I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief all information is accurate.

11. Customer Reference Contact Person Signature:_____

12. Printed Name and Title of Person Signing:_____

EXHIBIT 5-M
CERTIFICATION OF COMPLIANCE WITH THE AMERICAN DISABILITIES ACT
(ADA) OF 1990

Contractor assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101, et seq.)

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State ZIP

EXHIBIT 5-N**QUALITY STATE AND CONTRACTORS BUSINESS RELATIONSHIP PRINCIPLES**

This Agreement documents the awarded Contractors along with the Department of Technology Services, Office of Network Services (DTS/ONS) and the Department of General Services (DGS) have committed to establishing a business relationship based on mutual trust, honest and open communications and teamwork. The primary objective of this agreement is to establish a long-term working relationship, which serves our customers and promotes the business and economic goals of the State of California.

Contractor agrees to:

1. Work corporately to establish positive working relationship and an environment that facilitates communication, cooperation, and collaboration between other awarded Contractors and the State.
2. Establish positive working relationships with other awarded Contractors to provide statewide telecommunication Services within and between Contractors.
3. Promotes positive business relationships in which all Parties commit to meet and confer informally to resolve conflicts prior to executing contractual remedies.
4. Demonstrate how their business practices will support inter-Contract Services while adhering to individual Contract terms and conditions.
5. Be accountable for their actions by adhering to the verbal and written commitments they make with the State and other awarded Contractors
6. Establish business processes that facilitate the orderly Transition, Migration, Transfer, and ongoing Service Provisioning between and outside of other Contract Services.
7. Establish a quality assurance process that ensures continuous improvements in Contract administration and Service performance.
8. Recognize the contributions and effort of the State and other awarded Contractors to meet the objectives of this Exhibit.
9. Participate in a State chartered Contract Advisory Forum comprised of the DTS/ONS and other awarded Contractors. The Advisory Forum Charter will be developed after Contract award at the discretion of the State.

10. Participate quarterly or as scheduled by the DTS/ONS in Advisory Forum meetings that will address inter-Contract Service issues with the objective to mutually reach resolution.
11. Accept its advisory role membership and acknowledges DTS/ONS has sole authority for accepting and implementing Advisory Forum recommendations.

Signed by the below:

Contractor for Module 1 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>	Contractor for Module 2 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>
Contractor for Module 3 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>	Contractor for Module 4 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>
Department of Technology Services/Office of Network Services <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>	Department of General Services <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>